

LINDA LINGLE
GOVERNOR OF HAWAII



KUKULU KE EA A KANALOA

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SOL P. KAHO'OHALAHALA
Executive Director

KAHO'OLawe ISLAND RESERVE COMMISSION

811 Kolu Street, Suite 201, Wailuku, HI 96793
Telephone (808) 243-5020 Fax (808) 243-5885

INVITATION FOR BIDS

SEALED BIDS TO FURNISH AND DELIVER IRRIGATION MATERIAL FOR THE KAHO'OLawe ISLAND RESERVE COMMISSION KIRC PROJECT NO. REST05-IRP-01

WILL BE RECEIVED AT THE KAHO'OLawe ISLAND RESERVE COMMISSION OFFICE,
811 KOLU STREET, SUITE 201, WAILUKU, HAWAII 96793 UNTIL 2:00 PM

APRIL 29, 2005

AT WHICH TIME AND PLACE THEY WILL BE PUBLICLY OPENED AND READ

SHOULD THERE BE QUESTIONS RELATING TO THIS SOLICITATION, CONTACT MR.
LYMAN L. ABBOTT AT (808) 243-5020, FACSIMILE (808) 243-5020, or VIA E-MAIL
labbott@kirc.hawaii.gov

SOL P. KAHO'OHALAHALA
Executive Director
Kaho'olawe Island Reserve Commission

FURNISH & DELIVER IRRIGATION MATERIAL
Kaho'olawe Island Reserve Commission
REST-05-IRP-01

Procurement Officer
State Procurement Office
State of Hawaii
Honolulu, Hawaii 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Terms and Conditions, dated September 1, 1995, by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

The undersigned represents: **(Check v one only)**

- ☐ A **Hawaii business** incorporated or organized under the laws of the State of Hawaii; **OR**
- ☐ A **Compliant Non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii, but registered at the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawaii.

State of incorporation: _____

Offeror is:

- ☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Joint Venture
- ☐ Other _____

Federal I.D. No.: _____

Hawaii General Excise Tax License I.D. No.: _____

Payment address (if other than street address below): _____

City, State, Zip Code: _____

Business address (street address): _____

City, State, Zip Code: _____

Respectfully submitted:

Date: _____ (x) _____

Authorized (Original) Signature

Name and Title (Please Type or Print)

Telephone No.: _____

Fax No.: _____

E-mail Address:* _____

_____ **Exact Legal Name of Company (Offeror)**

*If Offeror is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed:

The following bid is to furnish Irrigation Supplies, F.O.B. helicopter staging area at Maui Raceway Park, Pu'unene, Maui. All Irrigation Materials are to be stored at **Contractor's** facility until Contractor makes arrangements for delivery to staging area. Delivery contact information is as follows:

Pacific Helicopters
Don Cameron
Telephone: 870-2093

BID ITEMS

Item	Description	Estimated Quantity	Unit	Unit Price	Estimated Bid Price
1A	Dibble Tube Tray (RL 98).	20	trays	\$_____/tray	\$_____
1B	PVC Bench for RL 98 Trays.	5	benchs	\$_____/bench	\$_____
1C	1X1X0.5" plastic Spears Tee Insert.	100	pcs	\$_____/pc	\$_____
1D	1" plastic male inserts for coupling 1" Dura Poly (Blue Stripe) Line.	100	pcs	\$_____/pc	\$_____
1E	1/2" plastic male inserts for coupling 1/2" Dura Poly (Green Stripe) Line.	100	pcs	\$_____/pc	\$_____
1F	Goof Plugs for emitters.	1000	pcs	\$_____/pc	\$_____
1G	1/2" Teflon Tape X 260".	12	rolls	\$_____/roll	\$_____
1H	1" plastic threaded insert for PVC to Poly Tube.	50	pcs	\$_____/pc	\$_____
1I	1" clear ribbed hose (100 feet).	1	roll	\$_____/ft	\$_____
2A	1" Hose Clamps 11/16 X 1 1/4" Stainless Steel (#12).	200	pcs	\$_____/pc	\$_____
2B	1/2" Hose Clamps 7/16 X 25/36 Stainless Steel (#6).	200	pcs	\$_____/pc	\$_____

Item	Description	Estimated Quantity	Unit	Unit Price	Estimated Bid Price
3A	1/2 " Dura Poly (Green Stripe) 500 foot rolls; (Toro Manufacturer or equivalent).	64	rolls	\$_____/roll	\$_____
3B	1" Dura Poly (Blue Stripe 26mm) 660 foot rolls; Toro Manufacturer (or equivalent).	12	rolls	\$_____/roll	\$_____
4	1" Spears plastic ball valves or equivalent.	26	Pcs	\$_____/pc	\$_____
5	0.5 gallon per hour (gph) pressure compensating emitters RainBird Xeri-Bug (or equivalent)	15,000	Pcs	\$_____/pc	\$_____
6	1" Wye Type Water filters with Ball valve (150 mesh screen @80PSI) or equivalent.	16	Pcs	\$_____/pc	\$_____
7	11" Zip Ties (500 Pack)	10	packs	\$_____/pack	\$_____
8	Solar Electric Water Pump 10-15 gallon per minute (gpm)	6	pumps	\$_____/pump	\$_____
9	450w Inverters (12v to 115v)	6	inverters	\$_____/inverter	\$_____
10	Solar Panel Regulators (15 Amp 12/24 volt)	6	regulators	\$_____/regulator	\$_____
11	Gas Pumps: 1" intake and output 13gpm	4	pumps	\$_____/pump	\$_____
12	Gas Pumps 2" intake and output 150gpm	2	pumps	\$_____/pump	\$_____
13A	2500 gallon ChemTainer Vertical Bulk Storage Tank (or equivalent)	12	tanks	\$_____/tank	\$_____
13B	625 gallon Polyethylene ChemTainer storage tank (or (equivalent)	3	tanks	\$_____/tank	\$_____

Item	Description	Estimated Quantity	Unit	Unit Price	Estimated Bid Price
14	Staples ½" T-50 1250 Pack	20	packs	\$_____/pack	\$_____
15	T-Tape	5000	feet	\$_____/foot	\$_____
16A	1" Schedule 80 tank adapters with neoprene gasket	10	Pcs	\$_____/pc	\$_____
16B	2" Schedule 80 tank adapters with neoprene gasket	10	Pcs	\$_____/pc	\$_____
17	2" Ribbed hose with brass 2" swivel type female adapter (20 foot length)	10	Pcs	\$_____/pc	\$_____
18	2" Drisco Pipe (PVC size) 300 foot rolls	11	rolls	\$_____/roll	\$_____
19	2" brass valves Matco Norca brand (or equivalent)	16	Pcs	\$_____/pc	\$_____
20	2" PVC size brass adapters Ford brand (or equivalent)	16	Pcs	\$_____/pc	\$_____
21	2" brass Tees	8	Pcs	\$_____/pc	\$_____
22A	1" Schedule 40 Male adapter barbed inserts, Spears brand (or equivalent)	10	Pcs	\$_____/pc	\$_____
22B	2" Schedule 40 Male adapter barbed inserts, Spears brand (or equivalent)	10	Pcs	\$_____/pc	\$_____
END					

Estimated Total \$_____
Bid Price:

Offeror: _____
Name of Company

Manufacturer (s) and Brand Names: Bidder shall provide the Manufacturer(s) and Brand Name(s) of Supplies being offered.

Item 1A: _____

Item 1B: _____

Item 1C: _____

Item 1D: _____

Item 1E: _____

Item 1F: _____

Item 1G: _____

Item 1H: _____

Item 1I: _____

Item 2A: _____

Item 2B: _____

Item 3A: _____

Item 3B: _____

Item 4: _____

Item 5: _____

Item 6: _____

Item 7: _____

Item 8: _____

Item 9: _____

Item 10: _____

Item 11: _____

Item 12: _____

Item 13A: _____

Item 13B: _____

Item 14: _____

Item 15: _____

Item 16A: _____

Item 16B: _____

Item 17: _____

Item 18: _____

Item 19: _____

Item 20: _____

Item 21: _____

Item 22A: _____

Item 22B: _____

Bidder shall provide the following information:

Business Address: _____

Name of Contact person: _____

Phone No.: _____ Fax No.: _____

Warehouse Address: _____

Business Hours: _____

Contractor has the capability to accept procurement/credit cards: ____ Yes ____ No

Offeror: _____
Name of Company

SPECIFICATIONS

Irrigation Supplies offered shall meet the specification listed below. When requested, offeror shall provide documentation that verifies irrigation supplies offered meets the specifications below. Offeror shall furnish this information within two (2) working days of State's request.

1. Irrigation Supplies:

- a.) Dibble Tube RL 98 Tray, Capacity 98 cells, Length X Width = 24 X 12 " Web Site <http://www.stuewe.com/products/rayleach.shtml> made of durable polystyrene (or equivalent);
- b.) PVC bench for Dibble Tube RL 98 Trays.
- c.) 1X1X0.5" plastic Spears Tee Insert (or equivalent);
- d.) 1" plastic male inserts for coupling 1" Dura Poly (Blue Stripe) Line;
- e.) ½" plastic male inserts for coupling ½" Dura Poly (Green Stripe) Line;
- f.) Goof Plugs for emitters;
- g.) ½" Teflon Tape X 260";
- h.) 1" plastic threaded insert for PVC to Poly Tube;
- i.) 1" clear ribbed hose (100 feet).

2. Hose Clamps:

- a.) 1" Hose Clamps 11/16 X 1 ¼" Stainless Steel (#12);
- b.) ½" Hose Clamps 7/16 X 25/36 Stainless Steel (#6).

3. Dura Poly Line:

- a.) 1/2 " Dura Poly (Green Stripe) 500 foot rolls; Toro Manufacturer (or equivalent).
- b.) 1" Dura Poly (Blue Stripe 26mm) 660 foot rolls; Toro Manufacturer (or equivalent).

4. Plastic Ball Valves: 1" Spears plastic ball valves (or equivalent).

5. Pressure Compensating Emitters: 0.5 gallon per hour (gph) pressure compensating emitters RainBird Xeri-Bug (or equivalent).

6. Wye Water Filters 1" with Ball valve (150 mesh screen @80PSI) (or equivalent).

7. Zip Ties 11" Zip Ties 500 Pack.

8. Solar Electric Water Pump: 10-15 gallon per minute (gpm) 115 volt 400 watt (or equivalent)

9. 450w Inverters: 12v to 115v AC output

10. Solar Panel Regulators: 15 Amp 12/24 volt

11. Gas Pumps: 1" input and 13gpm output (or equivalent)

12. Gas Pumps: 2" input and 150gpm output (or equivalent)

13. Holding Tanks:

a.) 2500 gallon ChemTainer Vertical Bulk Storage Tank ¼" walls dry weight 425lbs. 20" diameter Manway 92 1/4" tall by 95" wide (or equivalent).

b.) 625 gallon polyethylene ChemTainer Storage Tank. 1" output, 48"d X 73"h or similar for transport of water on vehicle (or equivalent).

14. Staples ½" T-50 1250 Pack.

15. T-Tape 5000 feet

16. a Schedule 80 tank adapters with neoprene gasket 1"

16.b Schedule 80 tank adapters with neoprene gasket 2"

17. 2" Ribbed hose with brass 2" swivel type female adapter

18. 2" Drisco Pipe (**PVC** size) 300 foot rolls

19. Brass Ball valves Matco Norca (or equivalent)

20. **PVC** size brass adapters Ford brand (or equivalent)

21. 2" Brass Tees

22. Schedule 40 Male Adapter

a) 1" barbed inserts Spears brand (or equivalent)

b) 2" barbed inserts Spears brand (or equivalent)

END of Specifications

TAX EQUALIZATION CERTIFICATE

(See Special Provisions)

SUBJ: Offer No.: REST 05-IRP-01

Description: Furnish and Deliver Irrigation Supplies to helicopter staging area at Maui Raceway Park, Pu'unene, Maui. All Irrigation Materials are to be stored at **Contractor's** facility until Contractor makes arrangements for delivery to staging area. Delivery contact information is as follows:

Don Cameron
Pacific Helicopters
Telephone: 870-2093

Out-of-state Offerors not possessing a Hawaii General Excise Tax (hereinafter "GET") license must answer all questions:

Yes No
(check only one)

1. Does your business have an office, inventory, property, employees, or other representation in the State of Hawaii (hereinafter "SOH")? _____
2. Does the contract to be awarded require your business to have an office, inventory, property, employees, or other representation in the SOH? _____
3. Does your business provide services in conjunction with the sales of property, such as training, installation, or repairs in the SOH? _____
4. Will your business provide any services in the SOH under the contract to be awarded? _____ *

*If the entire services are to be subcontracted, subject to the State's approval, provide the names of the subcontractor(s):

If you answered "Yes" to any question, then you have sufficient presence in the State and are advised that the gross receipts derived from this solicitation are subject to the GET imposed by Chapter 237, Hawaii Revised Statutes (hereinafter "HRS"), at the current 4% rate, and where applicable to tangible property imported into the SOH for resale, subject to the current 1/2% use tax imposed by Chapter 238, HRS.

If you answered "No" to all questions, then the taxpayer preference provision described in Section 103-1008, HRS, applies to you.

Offeror _____

Signature _____

Title _____

Date _____

SPECIAL PROVISIONS

TERMS AND ACRONYMS USED HEREIN

Procurement Officer	=	The contracting officer for the State of Hawaii Procurement Office.
KIRC	=	Kaho'olawe Island Reserve Commission, 811 Kolu St, Suite 201 Wailuku HI 96793.
State	=	All agencies, including schools, participating in this agreement.
Bidder or Offeror	=	Any individual, partnership, firm, corporation, joint venture, or other entity submitting directly or through a duly authorized representative or agent, a bid for the good, service, or construction contemplated.
HRS	=	Hawaii Revised Statutes
HAR	=	Hawaii Administrative Rules
GTC	=	General Terms and Conditions dated September 1, 1995 and issued by the SPO.
IFB	=	Invitation for Bids
RFP	=	Request for Proposals
GET	=	General Excise Tax

SCOPE

The furnishing and delivering of Irrigation Supplies to the Kaho'olawe Island Reserve Commission, shall be in accordance with these Special Provisions, the attached Specifications, and the GTC, included by reference and available at the SPO, the Department of Accounting and General Services District Offices on Hawaii, Maui and Kauai, and on the SPO website: <http://www2.state.hi.us/bidfiles/spogtgs.pdf>.

STATE'S COMMITMENT

In return for prices submitted, the Kaho'olawe Island Reserve Commission will order irrigation material specified herein from the successful low bidder(s).

It is provided, however, that when the type of material required by the agency is not available from the successful low bidder(s), the Contract Administrator in consultation with the Procurement Officer may grant an exception to this commitment.

TERM OF CONTRACT

Contractor shall enter into a contract as specified on the Notice to Proceed.

The contract may be extended by mutual agreement for an additional twelve-month period or portions thereof provided that the contract prices for the extended period remain the same as the previous year's contract prices.

The Contractor or the State may terminate any extended contract period at any time upon one hundred twenty (120) days prior written notice.

FEDERAL FUNDS AS RECEIVED (PARTIAL)

It is understood and agreed by all bidders that as to the portion of the obligation under the contract resulting from this IFB/RFP payable out of federal funds, the contract shall be construed to be an agreement to pay the portion to the contractor only out of federal funds to be received from the federal government when the federal funds are so received and shall not be construed as a general agreement to pay the portion at all events out of any funds other than those which are received from the federal government.

CONTRACT ADMINISTRATOR

For purposes of this contract Mr. Lyman L. Abbott, is designated Contract Administrator. Mr. Abbott may be reached by telephone at 808/243-5884, facsimile at 808/243-5885 or email at labbott@kirc.hawaii.gov.

BIDDER QUALIFICATION

Offeror must maintain a wholesale or retail business in the State of Hawaii at the time of bidding and during the term of contract with warehousing and inventory capabilities for supplying the items listed herein. Award will not be made to any bidder failing to meet this qualification requirement. Location of warehouse and other information requested shall be listed in the spaces provided on the offer form.

Prior to award, the State has the right to conduct site inspection of offeror's store and warehouse facilities to insure that the above qualifications are met.

RESPONSIBILITY OF OFFERORS

Offeror is advised that if awarded a contract under this solicitation, Offeror shall, upon award of the contract, furnish proof of compliance with the requirements of §3-122-112, HAR:

- 1. Chapter 237, tax clearance;***
- 2. Chapter 383, unemployment insurance;***
- 3. Chapter 386, workers' compensation;***
- 4. Chapter 392, temporary disability insurance;***
- 5. Chapter 393, prepaid health care; and***
- 6. One of the following:***
 - a. Be registered and incorporated or organized under the laws of the State (hereinafter referred to as a "Hawaii business"); or***
 - b. Be registered to do business in the State. (hereinafter referred to as a "compliant non-Hawaii business").***

Refer to the Method of Award provision herein for instructions on furnishing the documents that are acceptable to the State as proof of compliance with the above-mentioned requirements.

OFFEROR'S AUTHORITY TO SELL

The State will not participate in determinations regarding an offeror's authority to sell a product. If there is question or doubt regarding an offeror's right or ability to obtain and sell a product, the offeror should resolve that question prior to submitting a bid. If an offeror offers a product that meets specifications and is acceptable and the price submitted is the lowest price bid, the contract will be awarded to that offeror.

If after award, it is revealed that the Contractor is not an authorized dealer or cannot, for any reason, obtain the product under contract, then the Contractor will be obliged to deliver as detailed under the paragraph FAILURE TO DELIVER.

BID PREPARATION

Offer Form, Page OF-1. Offeror is requested to submit its offer using offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on Offer Form, page OF-1. Failure to do so may delay proper execution of the contract.

The authorized signature on the first page of the Offer Form shall be an original signature in ink. If unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the offeror's intent to be bound.

Hawaii business. A business entity referred to as a "Hawaii business", is registered and incorporated or organized under the laws of the State of Hawaii.

Compliant non-Hawaii business. A business entity referred to as a "compliant non-Hawaii business," is not incorporated or organized under the laws of the State of Hawaii but is registered to do business in the State.

Tax Liability. Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and if applicable, taxable under Chapter 238, HRS. Vendors are advised that they are liable for the Hawaii GET at the current 4% rate and the applicable use tax at the current 1/2% rate. If, however, an offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

Taxpayer Preference. For evaluation purposes, pursuant to §103D-1008, HRS, the offeror's tax-exempt price offer submitted in response to an IFB shall be increased by the applicable retail rate of general excise tax and the applicable use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

Bid Price. Furnish prices F.O.B. Pu'unene, Maui, Hawaii. Prices shall include all delivery and handling charges and all costs incurred in the performance of this contract

except the Hawaii GET, currently 4%. The amount of GET may be added to the invoice as a separate line item and shall not exceed the current rate. The prices quoted shall be the all inclusive cost to the State and no other charges will be honored.

Manufacturer/Brand Name. The manufacturer/brand name of the irrigation supplies offered shall meet the minimum specifications specified herein.

Offeror shall identify on the appropriate Offer Form page the exact manufacturer name(s) or exact brand name(s) of the irrigation supplies to be furnished in performance of the work herein. Failure to do so or the inclusion of remarks such as “as specified” may be sufficient grounds for rejection of bid. If any of the called for elements or product information are missing from the offeror’s offer the State will not be able to determine from the information given whether the product is acceptable or not.

Brochures and/or Specifications Literature. The burden of proof as to the quality and suitability of the irrigation supplies offered to the specifications stated herein is on the offeror. Accordingly, offeror shall submit brochures and/or specifications literature verifying that the products offered conforms to the specifications. If and when requested, offeror shall at his own expense, within three (3) working days from date of State’s request, furnish any additional information necessary or relating thereto, and/or exact sample of the products being considered for award. The State will be the sole judge as to the comparative quality and suitability of the alternate or substitute irrigation supplies, and its decision will be final.

SUBMISSION OF OFFER

Offers shall be received at the Kaho’olawe Island Reserve Commission, 811 Kolu St Suite 201, Wailuku, Hawaii 96793, no later than the date and time stated on the cover page of the IFB. Timely receipt of offers shall be evidenced by the date and time registered by the KIRC time stamp clock. Offers received after the deadline shall be returned unopened.

QUANTITIES

Quantities listed herein are estimated for the period specified. No guarantee to purchase the exact amount is intended or implied. The State reserves the right to purchase larger or smaller quantities at the prices quoted in this solicitation. For this reason, vendors are cautioned that inventory hardships could arise from stocking materials for State use only. In the event the estimated requirements do not materialize in the exact quantities listed herein, such failure shall not constitute grounds for equitable adjustment under this contract.

The Contractor, however, may at his option, request approval from the Procurement Officer to terminate any item(s) of the contract when accumulated purchases for the line item(s) exceed 120% of the estimated quantity stated in the bid.

The request to terminate must be in writing to the Procurement Officer and shall include a copy of the Contractor's running record of purchases for the line item(s), by name of agency, transaction date, and quantity sold. The effective date of termination will be determined by the Procurement Officer, not to exceed ten (10) days from date of receipt of the written request by the State Procurement Officer. The Contractor shall honor all orders placed prior to the effective termination date.

AWARD OF CONTRACT

Method of Award . To be considered for award, bidder is required to bid on all items.

Award(s), if any, shall be made to the responsive, responsible bidder submitting the lowest estimated bid price for each group.

Responsibility of Lowest Responsive Bidder. Reference Responsibility of offerors in §3-122-112, HAR. If compliance documents have not been submitted to the SPO prior to award, the lowest responsive offeror shall produce documents to the procurement officer to demonstrate compliance with this section.

HRS Chapter 237 tax clearance requirement for award and final payment.
Instructions are as follows:

Pursuant to §103D-328, HRS, lowest responsive offeror shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate is valid for six (6) months from the most recent approval stamp date on the certificate and must be valid on the date it is received by the purchasing agency.

The tax clearance certificate shall be obtained on the State of Hawaii, DOTAX TAX CLEARANCE APPLICATION Form A-6 (Rev. 2003) which is available at the DOTAX and IRS offices in the State of Hawaii or the DOTAX website, and by mail or fax:

DOTAX Website (Forms & Information): <http://www.state.hi.us/tax/alphalist.html#a>
DOTAX Forms by Fax/Mail: (808) 587-7572
1-800-222-7572

Completed tax clearance applications may be mailed, faxed, or submitted in person to the Department of Taxation, Taxpayer Services Branch, to the address listed on the application. Facsimile numbers are:

DOTAX: (808) 587-1488
IRS: (808) 539-1573

The application for the clearance is the responsibility of the offeror, and must be submitted directly to the DOTAX or IRS and not to the purchasing agency.

Contractor is required to submit a tax clearance certificate for final payment on the contract. A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract.

HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award. Instructions are as follows:

Pursuant to §103D-310(c), HRS, the lowest responsive offeror shall be required to submit an approved certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the purchasing agency.

The certificate of compliance shall be obtained on the State of Hawaii, DLIR APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR, Form LIR#27 which is available at www.dlir.state.hi.us/LIR#27, or at the neighbor island DLIR District Offices. The DLIR will return the form to the offeror who in turn shall submit it to the purchasing agency.

The application for the certificate is the responsibility of the offeror, and must be submitted directly to the DLIR and not to the purchasing agency.

Compliance with Section 103D-310(c)(1) and (2), HRS. Pursuant to section 3-122-112, HAR, the lowest responsive offeror shall be required to submit a CERTIFICATE OF GOOD STANDING (Certificate) issued by the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division (BREG). The Certificate is valid for six months from date of issue and must be valid on the date it is received by the purchasing agency.

To obtain the Certificate, the offeror must first be registered with the BREG. A sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate.

On-line business registration and the Certificate are available at www.BusinessRegistrations.com. To register or to obtain the Certificate by phone, call (808) 586-2727 (M-F 7:45 to 4:30 HST). Offerors are advised that there are costs associated with registering and obtaining the Certificate.

Timely Submission of all Certificates. The above certificates should be applied for and submitted to the purchasing agency as soon as possible. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.

Final Payment Requirements. In addition to a tax clearance certificate an original "Certification of Compliance for Final Payment" (SPO Form-22), attached, will

be required for final payment. A copy of the Form is also available at www.spo.hawaii.gov. Select "Forms for Vendors/Contractors" from the Chapter 103D, HRS, pop-up menu.

EXECUTION OF CONTRACT

No performance or payment bond shall be required for this contract.

For awards totaling \$25,000 or more, the State shall forward to the successful Offeror a formal contract to be signed by the Contractor and returned within ten (10) days in accordance with Section 3.3 of the GTC. No work is to be undertaken by the Contractor prior to the commencement date specified on the Notice to Proceed issued by the State upon execution of the contract by both parties. The State of Hawaii is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to the official commencement date.

For awards totaling less than \$25,000, the State reserves the option of issuing a Purchase Order in place of a formal contract. The issuance of a purchase order does not waive compliance with the Specifications, Special Provisions and GTC incorporated in the solicitation. The State of Hawaii is not liable for any work, contract, costs, expenses, loss of profit, or any damages whatsoever incurred by your company prior to receipt of the purchase order.

NOTICE TO PROCEED

No work is to be undertaken by the Contractor(s) prior to the official commencement date on the Notice to Proceed. The State is not liable for any work, contract, costs, expenses, loss of profits, or any damage whatsoever incurred by the Contractor(s) prior to the work start date.

ORDERING

The State will place orders with the Contractor(s) on an as needed basis during the contract period. The Contractor(s) shall honor all orders received during the contract period and deliver according to the contract terms and within the required delivery time.

The State will use purchase orders when placing orders; however, if the Contractor has the capability to accept procurement/credit cards, the State reserves the option to use either purchase orders or procurement/credit cards.

DELIVERY

The irrigation material and supplies delivered to the following address:

All Irrigation Materials are to be stored at **Contractors** facility until notification is provided to deliver. Don Cameron of Pacific Helicopters, (ph# 870-2093) will be the point of contact for delivery of irrigation materials to the Maui Raceway Park, Pu'unene.

For deliveries to destination, however, the minimum order will be \$1,000.00. Deliveries to destination by the Contractor shall be made within eight (8) weeks after receipt of the purchase orders.

Will call orders for in stock items shall be ready for pick up within five (5) calendar days. If not in stock, items will be available to pick up within eight (8) weeks after receipt of purchase order.

Any damaged or spoiled products will not be accepted by the Kaho'olawe Island Reserve Commission and the Contractor shall be responsible for replacing them.

LIQUIDATED DAMAGES

In the event the Contractor does not deliver within the time allowed herein, LIQUIDATED DAMAGES, §6.12 of the GTC, shall apply. Liquidated damages is fixed at the sum of TEN DOLLARS (\$10.00) for each and every calendar day the Contractor does not delivered on a timely basis.

PRICE ADJUSTMENT

During the contract period, but no sooner than July 12, 2005, or subsequent extension period, if applicable, the Contractor may request increase in contract price when substantial price increase on products is imposed upon the Contractor by its supplier. Such request must be made in writing to the Procurement Office and must meet the following conditions:

1. Request for price increase shall be limited to the actual increase imposed upon the Contractor by the supplier of the products. (No allowances will be given for Contractor's increased labor or operating expenses).
2. Contractor shall submit at the time of such written request, documentation or verification that the increase is the result of supplier increase in cost of the products. Documentation shall include Contractor's cost for products both at the time Contractor submitted his bid and at the time of request for price increase.
3. No price increase will be allowed for the first six (6) months of the contract. Price increase, if any, shall be effective upon approval by the Procurement Officer; approval shall be made within ten (10) calendar days after receipt by the SPO.

INVOICING

Contractor shall submit original and three copies of the invoice to the address below. Invoice should reference the purchase order number assigned to the order.

Kaho'olawe Island Reserve Commission
811 Kolu St. Suite 201
Wailuku, HI 96793

A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract. In addition to the tax clearance certificate, an original "Certification of Compliance for Final Payment" (SPO Form-22), attached, will be required for final payment. A copy of the form is also available at www.spo.hawaii.gov. Select "Forms for Vendors/Contractors" from the Chapter 103D, HRS, pop-up menu.

PAYMENT

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods to make payment. For this reason, the State will reject any offer submitted with a condition requiring payment within a shorter period. Further, the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by §103-10, HRS.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

PROTEST

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract.

The notice of award letter(s), if any, resulting from this solicitation shall be posted on the bulletin board between room 416 and room 420, 1151 Punchbowl Street, Honolulu, Hawaii 96813.

Any protest pursuant to §103D-701, HRS, and Section 3-126-3, HAR, shall be submitted in writing to the Procurement Officer, SPO, 1151 Punchbowl Street, Room 416, Honolulu, Hawaii 96813 or P. O. Box 119, Honolulu, Hawaii 96810-0119.

ADDITIONS, AMENDMENTS AND CLARIFICATIONS TO THE GTC

Additions to the GTC:

Approvals. Any agreement arising out of this offer may be subject to the approval of the Department of the Attorney General as to form, and is subject to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in §§3-122-95 through 3-122-97, HAR.

Confidentiality of Material. All material given to or made available to the Contractor by virtue of this contract, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the STATE.

All information, data, or other material provided by the Offeror or the Contractor to the State shall be subject to the Uniform Information Practices Act, chapter 92F, HRS. The Offeror shall designate in writing to the Procurement Officer those portions of its unpriced offer or any subsequent submittal that are trade secrets or other proprietary data that the Offeror desires to remain confidential, subject to §3-122-58, HAR, in the case of an RFP, or §3-122-30, HAR, in the case of an IFB. The Offeror shall state in its written communication to the Procurement Officer, the reason(s) for designating the material as confidential, for example, trade secrets. The Offeror shall submit the material designated as confidential in such manner that the material is readily separable from the offer in order to facilitate inspection of the non-confidential portion of the offer.

Price is not confidential and will not be withheld. In addition, in the case of an IFB, makes and models, catalogue numbers of items offered, deliveries, and terms of payment shall be publicly available at the time of opening regardless of any designation to the contrary.

If a request is made to inspect the confidential material, the inspection shall be subject to written determination by the Office of the Attorney General in accordance with chapter 92F, HRS. If it is determined that the material designated as confidential is subject to disclosure, the material shall be open to public inspection, unless the Offeror protests under chapter 3-126, HAR. If the request to inspect the confidential material is denied, the decision may be appealed to the Office of Information Practices in accordance with §92F-15.5, HRS.

Nondiscrimination. No person performing work under this Agreement, including any subcontractor, employee, or agency of the Contractor, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

Records Retention. The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.

Correctional Industries. Goods and services available through Correctional Industries (CI) programs may be the same or similar to those awarded by competitive sealed bids or proposals. Agencies participating in KIRC requirements (price list) contracts may also procure directly from CI and shall not be considered in violation of the terms and conditions of any KIRC contract.

Year 2000 Compliance. All appropriate hardware, software, and systems utilized for the work specified herein shall be year 2000 compliant.

Amendments to the GTC:

Subsection 2.1 Competency of Offeror. Paragraph one is rescinded and replaced with the following:

"Prospective Offeror must be capable of performing the work for which offers are being called. Either before or after the deadline for an offer, the purchasing agency may require Offeror to submit answers to questions regarding facilities, equipment, experience, personnel, financial status or any other factors relating to the ability of the Offeror to furnish satisfactorily the goods or services being solicited by the STATE. Any such inquiries shall be made and replied to in writing; replies shall be submitted over the signatures of the person who signs the offer. Any Offeror who refuses to answer such inquiries will be considered non-responsive."

Subsection 2.5 Preparation of Offer. Paragraph four is rescinded and replaced with the following:

"An Offeror may submit only one offer in response to a solicitation. If an Offeror submits more than one offer in response to a solicitation, then all such offers shall be rejected. Similarly, an Offeror may submit only one offer for each line item (if any) of a solicitation. If an Offeror submits more than one offer per line item, then all offers for that line item shall be rejected."

Subsection 3.1(B) Preference for Hawaii Products. GTC §3.1(B), paragraphs one and two only are rescinded and replaced with the following: "A purchasing agency shall review all specifications in a bid or proposal for purchase from the Hawaii products (HP) list where these products are available; provided that the products: Meet the minimum specifications and the selling price f.o.b. jobsite; unloaded, including applicable general excise tax and use tax, does not exceed the lowest delivered price in Hawaii f.o.b. jobsite; and unloaded, including applicable general excise tax and use tax, does not exceed the lowest delivered price of a similar non-HP by more than: three per cent where class I HP are involved; five per cent where class II HP are involved; or ten per cent where class III HP are involved.

All persons submitting bids or proposals to claim HP preference shall designate in their bids which individual product and its price is to be supplied as a HP.

Where a bid or proposal contains both Hawaii and non-HP, then for the purpose of selecting the lowest bid or purchase price only, the price bid or offered for a HP item shall be decreased by subtracting therefrom: three per cent, five per cent, or ten per cent for the class I, class II, or class III HP items bid or offered, respectively. The lowest total bid or proposal, taking the preference into consideration, shall be awarded the contract unless the bid or offer provides for additional award criteria. The contract amount of any contract awarded, however, shall be the amount of the bid or price offered, exclusive of the preferences."

Subsection 3.1(C) Printing Preference. GTC §3.1(C), paragraphs one and two are rescinded and replaced with the following: "All bids or proposals submitted for a printing, binding, or stationery contract in which all work will be performed in-state, including all preparatory work, presswork, bindery work, and any other production-related work shall receive a fifteen per cent preference for purposes of bid or proposal evaluation.

Where bids or proposals are for work performed in-state and out-of-state, then for the purpose of selecting the lowest bid or evaluating proposals submitted only, the amount bid or proposed for work performed out-of-state shall be increased by fifteen per cent. The lowest total offer, taking the preference into consideration, shall be awarded the contract unless the solicitation provides for additional award criteria. The contract amount awarded, however, shall be the amount of the price offered, exclusive of the preference.

Clarifications to the GTC:

Subsection 2.8 Certification of Offeror Concerning Wages, Hours and Working Conditions of Employees Supplying Services. Section 103-55, HRS, amended by Act 149, SLH 1999, now applies to service contracts in excess of \$25,000 and also excludes professional personnel.

GTCs Not Applicable. Subsections 2.11 and 2.14 of the GTC that apply specifically to the RFP method of source selection are not applicable to IFBs. Also subsections 2.10 and 2.13 that apply specifically to the IFB method of source selection are not applicable to RFPs.